

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 16

Killeen, Texas

**CSC APPLIED TECHNOLOGY, LLC**

**Employer**

**and**

Case 16-RC-10935

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board. Pursuant to the provisions of Section 3(b) of the Act, the Board delegated its authority in this proceeding to the undersigned. Upon the entire record, in which the Employer and Petitioner filed briefs, the undersigned makes the following findings and conclusions.<sup>1</sup>

**I. SUMMARY**

Petitioner International Association of Machinists and Aerospace Workers, AFL-CIO (Petitioner) seeks to represent a unit composed of the following employees employed by CSC Applied Technologies (Employer) domiciled at 1202 Rio Boulevard, Killeen, Texas: technical inspectors, aircraft mechanics, sheetmetal employees, electricians, general painters, supply technicians, warehouse employees, PC clerks, fire fighters, computer operators 2, tool and parts

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<sup>1</sup> The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

attendants, computer programmers 4, GSE mechanics, machinists/maintenance, tool and die makers, aerospace structural welders, wood workers, HAZMAT inspectors, technical writers, pilots, system analysts; and excluding the following employees: clerical employees, mechanics, porters, managers, and guards and supervisors as defined in the Act.<sup>2</sup> The Employer stipulated that an appropriate unit would include employees employed in the preceding job categories.<sup>3</sup> However, the Employer asserts that the only appropriate unit would include all employees in the preceding job categories employed by the Employer at its Killeen, Fort Hood, Temple, and San Angelo, Texas facilities. Further, the Employer asserts that an appropriate unit must include all employees assigned to its Killeen facility, rather than just the employees who work there regularly. The parties stipulated that no collective bargaining agreement covers the petitioned-for employees and agree no contract bar exists to this proceeding.

Based upon the record as a whole and careful review of the parties' briefs, I find that the petitioned-for single facility unit is appropriate and I will direct an election in that unit. I also find that only employees who regularly work at the Killeen facility, excluding the road employees (MWO employees) shall be included in the bargaining unit. In making this determination, I rely on the factors that the Board examines to determine whether a single facility unit or a multi-facility unit is appropriate, as well as factors the Board examines to determine which employees share a community of interest. In doing so, I review the facts including an

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<sup>2</sup> This unit description was stipulated to at the hearing and differs from the unit description in the petition, which included the following: technical inspectors, aircraft mechanics, sheetmetal, electricians, general painters, supply technicians, warehouse, general clerk 3, PC clerk, fire fighter, C2, and excluded: pilots, wood, computer analyst, technical writer, HAZMAT inspector, all office clerical employees, professional employees, managerial employees, guards, and supervisors as defined by the Act.

<sup>3</sup> Additionally, the evidence shows that these employees share a community of interest as they work in the same location, share the same work hours, have common supervision, and share similar work rules.

analysis of the Employer's operations, managerial and supervisory structure, human resources policies, contacts between employees, interchange and transfers.

## II. FACTS

### A. Employer's Operations

On May 1, 2009, the Employer took over a contract with the federal government to perform maintenance work on military helicopters. The work involves repairing and refurbishing damaged aircraft to its pre-war state.

Prior to May 1, 2009, the contract had been administered by DynCorp, a company that is separate and distinct from the Employer. Upon taking over the contract, the Employer hired many of DynCorp's employees to the same positions they previously held.

The government contract is separated into three task orders: Task Order 10, Task Order 11, and Task Order 12. Task Order 10 involves restoring helicopters, Task Order 11 involves modifying helicopters, and Task Order 12 involves salvaging helicopters.

The actual maintenance work is largely performed by the employees at three government-leased facilities in Killeen, Temple, and San Angelo, Texas. The Killeen facility is approximately 25 miles west of the Temple site and approximately 190 miles east of the San Angelo site. Maintenance work is conducted at smaller and more temporary sites across the nation and world. These additional sites include or have included Fort Hood, Texas, Fort Sill, Oklahoma, Fort Riley, Kansas, Topeka, Kansas, Winder, Georgia, and sites in Colorado Springs, Colorado, Maine, and Egypt. All of the work is performed either in hangars or offices at government-leased facilities.

*B. Work being performed*

Since assuming the contract on May 1, 2009, CSC's main hub of work is located in Killeen. The Employer's employees repair and modify helicopters at each location. At times, an employee working on a single aircraft may be performing work that falls under all three task orders.

Work on Task Orders 11 and 12 is performed at all three major locations in dispute, Killeen, San Angelo, and Temple. Task Order 10 work is performed in both Killeen and Temple, but not in San Angelo. The sites differ as to which helicopter models are repaired, modified or salvaged. Helicopter models are not fungible and knowledge of the aircraft must be acquired. This leads to varying employee proficiencies specific to the helicopter.

At the Killeen facility, the employees perform work related to Task Orders 10, 11 and 12. Employees at the Killeen facility perform work on OH-58 model helicopters. The Killeen facility is smaller than the Temple facility. The entire Killeen facility is around the size of one and one-half football fields.

The parties disagree regarding the number of employees actually working in the Killeen facility. Josephine Morillo testified from her experience working for the Employer (currently as project manager and formerly as a site supervisor). Prior to holding her position as the project manager, Morillo was the site supervisor at the Employer's Temple facility. She has worked for the Employer for a total of 11 months. She held the site supervisor position from May 2009, when the Employer took over the contract from DynCorp until January 2010. Prior to May 2009, she had worked as a site supervisor for DynCorp at the Temple location for three years, and as general mechanic for DynCorp for four years before that. Paul McDaniel testified from

his current experience as a general mechanic at the Killeen facility. He is currently a general mechanic 2 (GM2) at the Employer's Killeen facility. He was transferred to the Killeen facility in August, from the Temple facility where he had worked for the Employer since it took over the contract in May 2009. McDaniel testified that prior to May 2009, he had worked in the same position at the same facility in Temple for DynCorp.

McDaniel testified that, including administrative staff, about 115 to 120 employees worked at Killeen regularly and of those, 100 regularly work on aircraft or aircraft parts. McDaniel testified that he knew this figure not only from personal experience, but also from review of the "manning roster," a document available to all of the Employer's employees through an internal website. Morillo testified that the majority of the employees who report daily to Killeen have been at Killeen since the Employer took over the contract in May 2009.

While ostensibly assigned to Killeen, some employees regularly work on "road missions," performing modification work under Task Order 11 (MWO). Individual road missions last less than one year. Morillo testified that approximately 30 employees spend the majority of their time on road missions. She testified that when the road employees are between road missions, they work in the Killeen facility from as little as one day to as long as several months. However, McDaniel testified that he has witnessed road mission employees working at the Killeen facility only once, which occurred approximately two weeks before the hearing in this matter. On that occasion, about 25 road mission employees worked at the Killeen facility for about four days. However, the record reflects that the road mission employees did not work alongside the regular Killeen employees or work on the aircraft or parts like the regular employees. Instead, the road employees performed tasks such as cleaning storage containers and counting parts and equipment and did not work on helicopter maintenance.

Approximately 13 employees currently work at Fort Hood, which is located approximately 10 miles from the Killeen site. The employees working in Fort Hood, like all road employees, are assigned to Killeen, but work in Fort Hood on a temporary basis. The record did not reflect the highest level of supervision at Fort Hood, but did reflect that the Fort Hood employees, like all road employees, ultimately report to the Killeen site supervisor.

Approximately 223 employees are assigned to Temple. Temple employees work on UH-60 model helicopters and AH-64 model helicopters. Seventy-nine employees are assigned to San Angelo. San Angelo employees work on OH-58 model helicopters and AH-64 model helicopters.

*C. Supervision, Management and Storage of Documents*

The contract is managed, at its highest level, by the “Contract Field Team,” which is headquartered in Fort Worth, Texas. Various administrative staff work in the Fort Worth office, which houses the human resources, labor relations, and legal departments.

Employees report directly to “team leader 1s” who give them work direction. Team leader ones report to “team leader 2s.” Team leader twos report to a site supervisor. The site supervisor reports to the project manager, who oversees operations of all facilities. The Employer employs one project manager (Morillo) who offices is in Killeen and reports directly to the Fort Worth office. Each of the three main facilities has a site manager, but some of the temporary and smaller sites have supervision only to the “team leader 1” level. “Team leader 1s” at the smaller and temporary sites report to the “Modification Work Order (MWO) Coordinator” (a “team leader 2”) at the Killeen facility.

Morillo testified that a Temple-assigned site supervisor and a Temple assigned safety officer recently worked at Killeen, but she did not provide specifics about how often such

assignments occur or how long they last. Little evidence was presented as to the project manager's or the Fort Worth staff's interactions with employees at the various facilities. McDaniel testified that, at some point, Fort Worth management representatives came to Temple to give a safety award and talk to the employees about benefits. Similarly, a Fort Worth management representative talked to the employees in Killeen about benefits. The record does not reflect what, if any, managerial contacts occur with employees at Fort Hood or San Angelo.

Morillo testified that training records are kept at individual facilities, but that the majority of personnel files are kept in Killeen. She testified that the San Angelo facility has more personnel files than the Temple facility, and that all the road employees have their files stored at Killeen. However, she also testified that all personnel files are stored electronically.

*D. Pay, Policies, Benefits and Hours*

Testimony reflects that pay is based on a uniform pay scale and that similarly skilled employees are paid the same at all locations. However, the employees on temporary assignments outside of a 50-mile radius receive expense reimbursements, which include per diem payments.

Pilots receive extra pay based on hours logged in flight, and because there are differing flight needs at each site, there is some variation in pilot pay by site. Neither the actual pay scales nor the per diem amounts were presented for comparison. Employees use a computer program to complete their time sheets, which are reviewed by the "team leader 1" for approval before the time sheets are submitted to the Fort Worth office for further processing.

All employees are eligible for the same benefits and are subject to the same rules and policies. The benefits, rules and policies are generated and administered at the Fort Worth office. McDaniel testified that the work hours are the same at Killeen and Temple: 7:00 a.m. to 3:30 p.m. and with occasional overtime at both facilities.

*E. Discipline*

The Employer maintains a progressive disciplinary system for all employees. The team leader at the site issues the first step of discipline, an informal coaching or informal counseling, without the need for consultation. The site supervisor may issue the second step of discipline, written warnings, to employees without consultation. The project manager may be notified of a written warning after it is given to the employee. The next step is suspension. Before issuing a suspension, the site supervisor must contact the project manager and the Fort Worth office. When the action is not properly documented, the Fort Worth office has at times turned down a site manager's recommendation to suspend an employee. Morillo testified that the next step in discipline, discharge, is not made by the site supervisor or the project manager, but only by the Fort Worth office. The record does not reflect which members of the "Contract Field Team" management staff in the Fort Worth office are responsible for each decision.

*F. Hiring*

Hiring decisions begin with a conversation between the project manager and the site manager. If the two agree that a hire is needed, the project manager sends a request to Fort Worth. If the Fort Worth office approves the request, a Fort Worth recruiter generates candidates, weeds out some of the pool, and presents the site supervisor with the leading candidates to provide input. At times, the site supervisors may be asked to interview the candidates.

The record reflects that when a job is posted internally, it is posted company-wide and employees at all locations may bid on it. The record also reflects that preference is given to local employees.



*G. Interchange, Contacts with Employees at Other Facilities, and Transfers*

Regarding interchange, McDaniel testified that only once while he had been assigned to Temple had he performed work in Killeen. That assignment lasted one day. After that temporary assignment, he was told by his site supervisor that he would be transferring to Killeen permanently.

Morillo also testified that some Temple-assigned employees had worked for about a week at Killeen, but could not recall any specific examples or dates on which this occurred. She did not testify to any specific dates or instances of San Angelo-assigned employees performing work at Killeen.

McDaniel testified that, although he is employed at the Killeen facility, every two weeks he travels with a Killeen-based pilot to the Temple facility where he and the pilot test-fly a helicopter. McDaniel reported that he had minimal contacts with the Temple employees in connection with these flights. The record does not reflect any Killeen employee having contact with Temple employees. The Employer failed to provide evidence of any other examples of contact between Killeen and Temple employees.

Morillo testified that the majority of training and testing is conducted at each site, but that special training is conducted either in Killeen or in Temple. She further testified that employees come in four or five times a year for training at these sites, but could not provide specifics about which employees came or what training they received.

In contrast, McDaniel testified that employees do not receive training in Killeen with any degree of regularity. He testified that he attended one training session at Temple while assigned to Killeen, and that he was the only employee at the training session not from Temple.

Morillo testified that supervisors at the different sites communicate with each other, including by videoconference. However, the Employer provided no evidence that rank-and-file employees from different facilities communicate with each other. McDaniel testified that employees at the different sites have little communication. McDaniel testified that employees working in supply sometimes meet San Angelo employees halfway, but that other than that, Killeen employees have no reason to communicate with San Angelo employees. The record does not establish how often Killeen employees meet San Angelo employees for supply purposes.

Regarding transfers, Morillo testified that when she was a site supervisor for the Employer at Temple, she transferred employees to Killeen. However, she refused to estimate the number of transfers and could recall only one specific employee transferred specifically. The only employee she recalled transferring from Temple to Killeen while site supervisor was McDaniel. She did not recall transferring any employees to San Angelo.

McDaniel testified that about 20 employees have worked in Temple without interruption for two years, but are listed on the Killeen roster. McDaniel did not know of anyone else working at the Killeen facility who transferred from Temple or San Angelo, nor did he know anyone who transferred from Killeen to Temple. McDaniel testified that no employees who regularly work at other facilities or on road assignment assist in the aircraft work at Killeen. McDaniel testified that he was aware of four employees who transferred from road teams to permanent work at the Killeen facility. Of these, one is a team leader and another is a demoted site manager, who may now be a lead or an inspector.

Morillo testified that the Employer may offer transfers to employees to avoid layoffs. The only example provided occurred when work at the Fort Riley, Kansas facility was reduced

and the employees were offered a transfer to Killeen. Morillo testified that the majority of the employees refused the transfers. The Employer did not identify when these offers were made or any additional details.

Morillo further testified that, since the Employer took over the contract in May 2009, more than 475 employees were transferred, requiring expense payments. Employees are provided expense payments when their travel exceeds 50 miles from their assigned facility. However, Morillo could not provide specifics about the identity of these employees, how many employees were involved, how long the transfers lasted, or where the employees had traveled. Similarly, Morillo estimated that 100 transfers had occurred within the 50-mile radius of the Killeen and Temple areas, but could not provide details or any specific examples.

*H. Road Employees and Port Employees*

Morillo testified that all employees are hired as “road employees” and may be expected to travel at any time. Morillo, however, also stated that the road employees work under a modification work order. The modification work is performed on helicopters at certain sites, such as in Egypt or Maine. When the road team employees complete their work, they may be assigned to Killeen for a period of one day to several months if they have no other permanent position available in which to work. McDaniel testified that the road mission employees are responsible for their own transportation to road mission sites and for this reason have their own travel trailers in which they carry their tool boxes.

Morillo provided one example of a road employee who was later permanently assigned to Killeen. Although Morillo testified that other road employees were transferred to Temple on a permanent basis, she could not provide any specific examples. McDaniel stated that some employees are hired as permanent employees, assigned to a specific facility and other employees

are hired with the understanding that they will be on “road missions.” He testified that the “regular” employees at Killeen have little interaction with the road mission employees when they are in Killeen.

Employees are sometimes sent on temporary assignments called port missions, which last approximately two weeks. Port missions involve loading and unloading aircraft from vessels at sea ports. Prior to these missions, the employees go to Killeen where they prepare equipment. The Employer offered no evidence reflecting what, if any, contacts and interchange these employees have with the employees at the other facilities.

Morillo testified that 249 employees are assigned to the Killeen facility. McDaniel testified that the Killeen facility could never accommodate such a number, noting that the parking lot is not large enough to park that many cars. Morillo testified that 13 of the 249 employees are currently working in nearby Fort Hood, and that 8 are working in Temple on a regular basis, but that the numbers are fluid. Morillo testified that about 30 of these employees are among a core of employees who are usually on the road and that another 100 of the 249 are working on temporary assignments elsewhere. She testified that 95-105 Killeen assigned employees work there on a given week.

McDaniel testified that about 100 employees regularly work on aircraft or on aircraft parts at the Killeen location. McDaniel testified that he knows by sight everyone who works on the aircraft at Killeen. He testified that those working on aircraft at the facility do not rotate in and out, but work at the facility consistently. McDaniel testified to the size and logistics of the facility and his job, asserting that he would be aware of the presence of employees not regularly working there. He testified that only two people had left since he began at Killeen, and these were employees who had been fired.

### **III. APPROPRIATE UNIT**

As noted above, the Petitioner seeks to represent a unit of employees employed by the Employer at Killeen, Texas. The Employer contends that the only appropriate unit must include all of the employees set forth in the stipulated job descriptions employed at the Killeen, Fort Hood, San Angelo and Temple facilities. In the following analysis, I first find that the Employer has failed to rebut the presumption that the single-facility unit sought is appropriate in this case. I also find that the employees assigned to the Killeen facility who do not regularly work at that facility may properly be excluded from an appropriate bargaining unit.

#### *A. Single-facility Unit Comprised of Killeen Employees Is Appropriate*

The Act does not require that the petitioned-for unit be the only appropriate unit, the most appropriate unit, or what could become the ultimate unit; it only requires that the unit be “appropriate.” See, e.g., *Overnight Transportation Co.*, 322 NLRB 723 (1996); *Dezcon, Inc.*, 295 NLRB 109 (1989); and *Capital Bakers*, 168 NLRB 904 (1968). The unit sought by a petitioner is relevant, but not determinative of the unit. *Marks Oxygen Co.*, 147 NLRB 228 (1964); *Airco, Inc.*, 273 NLRB 348 (1984). A single location unit is presumed to be appropriate. *Hegins Corp.*, 255 NLRB 1236 (1981); *Penn Color, Inc.*, 249 NLRB 1117, 1119 (1980). When a petitioner seeks a presumptively appropriate unit such as a single facility unit, the burden shifts to the party seeking a multi-facility unit to rebut the presumption. *Hilander Foods*, 348 NLRB 1200 (2006). A party opposing a single location presumption does not need to show evidence that separate interests have been “obliterated,” but still bears a heavy burden in its attempt to rebut the single location’s presumptive appropriateness. *Professional Janitorial Service of Houston*, 353 NLRB No. 65, slip op. at 9 (2008).

If the petitioner is seeking a single facility, the Board will consider the past bargaining history, the extent of employee interchange, the work contacts existing among the groups of employees, the extent of functional integration of operations, the differences in the skills or types of work that is required, the centralization (or lack thereof) of management and supervision, particularly concerning labor relations, the power to hire, discharge, or affect the terms and conditions of employment and the physical and geographical location in relation to each other. *Alamo Rent-A-Car*, 330 NLRB 897 (2000); *Novato Disposal Services*, 328 NLRB 820 (1999); *R & D Trucking*, 327 NLRB 531 (1999); *RB Associates*, 324 NLRB 874 (1997); and *J & L Plate*, 310 NLRB 429 (1993). The general rule is that a single-plant unit is presumptively appropriate unless the employees at the plant have been merged into a more comprehensive unit by bargaining history, or the plant has been so integrated with the employees in another plant as to cause their single-facility unit to lose its separate identity. *Trane*, 339 NLRB 866 (2003); *Budget Rent A Car Systems*, 337 NLRB 884 (2002); *New Britain Transportation Co.*, 330 NLRB 397 (1999); *Centurion Auto Transport*, 329 NLRB 394 (1999); and *Kendall Co.*, 184 NLRB 847 (1970).

Applying these factors, I conclude that the Employer has not met its burden and the single facility presumption has not been rebutted. Although all employees at all three facilities have generally the same skills and qualifications, perform similar job duties, receive the same wages and benefits, are subject to the same rules and policies, and some functional integration exists, these factors do not overcome the single facility presumption for the reasons outlined below.

First, the record reflects little interchange between the facilities. Although Morillo asserted that both permanent and temporary transfers occur between the facilities, she could not

provide specifics. Morillo testified that since May 2009, more than 475 employees were temporarily transferred outside of the 50-mile radius that includes Killeen and Temple. Similarly, she testified that about 100 employees had been temporarily transferred within the 50-mile radius. However, she could not provide specifics about which employees were transferred, where they had originally been stationed, where they had been transferred to, or how long the transfers lasted. Morillo testified that it was possible to look up the information, but no documents were introduced into evidence. The record revealed only a few anecdotal examples of such transfers. Likewise, Morillo asserted that inter-facility training occurred, but did not provide specifics. There was no evidence of contact between the employees who regularly work in Killeen and those employees who have been transferred.

The evidence presented at the hearing is similar to the evidence the Board weighed in *New Britain Transportation Co.*, 330 NLRB 397 (1999). In that case, the employer claimed “200 bona fide instances of temporary employee interchange,” without providing relevant detail. The Board held that the data alone lacked context and was therefore of little evidentiary value. Thus, the employer there failed to introduce relative affirmative evidence of interchange.

Similarly, in *Banknote Corp. of America*, the employer’s provided nonspecific evidence that was not enough for it to meet its heavy burden of showing that single location units were no longer appropriate. 315 NLRB 1041, 1044 (1994), *enf’d* 84 F.3d 637 (2<sup>nd</sup> Cir. 1996). There, the Board stated:

Instead of producing detailed records concerning new and different functions being performed by the employees in the three units, the Respondent introduced nothing more than conclusory evidence of interchange, and virtually no evidence about the magnitude of that alleged interchange. Thus, from the testimony and other evidence presented by the Respondent, we can determine only that one or more employees in one traditional bargaining unit have on some occasion performed duties within the same general job function as employees in another traditional unit.

The Employer in this case, like the employers in *New Britain* and *Banknote*, provided only bare assertions of raw numbers and vague conclusions, without appropriate specifics and context. Although the evidence shows that some temporary and permanent assignments have occurred, and that some inter-facility training has occurred, the extent of such interchange cannot be ascertained by a review of the record. Thus, the Employer's evidence of interchange does not weigh in favor of rebutting the presumption of a single location unit.

The evidence also failed to establish any significant contacts between the employees. This factor also weighs in favor of the single facility presumption. *Hilander Foods*, supra (Board determined little permanent employee interchange and infrequent contact between employees from different facilities weighs against a finding that the single-facility presumption has been rebutted).

Further, the evidence does not establish that the Killeen facility has been integrated with the Temple and San Angelo facilities to such an extent that the Killeen facility has lost its separate identity. Cases that the Employer cites to the contrary are not availing. For instance, in *Neodata Product/Distribution*, 312 NLRB 987 (1993), the employer rebutted the single location presumption; the facilities were only three miles apart and each facility "participate[d] equally and fully in the employer's overall production process." . . . Id. at 988. To the contrary, the work conducted at each facility here is largely independent of the work conducted at the other facilities.

*Jerry's Chevrolet, Cadillac*, 344 NLRB 689 (2005), cited by the Employer, is also distinguishable. There, the Board weighed close proximity of the dealerships, centralization of labor relations, the high functional integration of the dealerships, and the similarity of skills, pay, and job functions against the fact that work was conducted in separate buildings, under different



managers, finding that the single facility presumption had been rebutted. In that case, four dealerships were either side-by-side and directly across the street from each other, which is quite different from the case at hand. The case at hand also differs in that local site supervisors here have more autonomy than the service managers in *Jerry's Chevrolet*, who could only recommend discipline.

*Prince Telecom*, 347 NLRB 789 (2006), cited by the Employer for functional integration, is likewise distinguishable. In *Prince*, the first tier of supervision was central, whereas in this case, three tiers of supervision exist. Additionally, in *Prince*, unlike in this case, all training was conducted centrally and the area manager there had offices in each area facility and visited all facilities at least once or twice a week for about 8 to 12 hours. The record here did not show that the project manager has such a hands-on role. In *Prince*, the employer showed also showed interchange, a factor not proven here.

Although much of the labor relations functions are centralized through the project manager in Killeen and the Fort Worth office, the evidence shows that the Killeen, Temple and San Angelo facilities each have three levels of supervision, culminating in a site supervisor and this indicates a significant level of local autonomy. *Mercy Sacramento Hospital*, 344 NLRB 790 (2005). The record shows that the local site supervisors discipline employees at the lower levels of progressive discipline without consulting centralized management, and effectively recommend final written warnings and suspensions. Work direction is provided by local team leaders and time sheet approval is also provided by local team leaders. The sum of these day-to-day managerial interactions with its employees establishes that the local site supervisors have some autonomy in daily operations. *Centurion Auto Transport*, *supra*. Evidence of autonomy was also not ruled out in hiring practices. Although hiring is directed through the Fort Worth office,

the evidence reflects that site supervisors at least sometimes interview candidates and provide input about final candidates. In addition, the site supervisors identify when they need additional manpower.

The record did not indicate the highest level of supervision at the Fort Hood facility, which culminates in supervision by the Killeen site supervisor. This factor weighs toward inclusion of the Fort Hood facility. However, the record shows that assignments to Fort Hood, like other road assignments, are temporary, a factor that distinguishes Fort Hood from the three major facilities.

The geographic separation of the facilities also weighs against a multi-facility unit. The distances between the Killeen and the other facilities, 10, 25 and 190 miles, to the Fort Hood, Temple, and San Angelo facilities respectively, is in a range that supports a single-facility unit. See, e.g., *Hilander*, supra at 1204 (8 to 13 miles does not favor multi-location); *Mercy Sacramento Hospital*, 344 NLRB at 791 (12 to 20 miles supports single-location).

*Prince Telecom*, cited by the Employer, does not hold to the contrary. 347 NLRB at 789. In that case, the single location presumption was overcome despite “some geographic separation,” not because the New York area was geographically close. *Id.* at 793. While *Prince* and other cases cited by the Employer show that geographical separation does not outweigh all other factors, the geographical separation here weighs in favor of the single location presumption.

The instant case is similar to *Bowie Hall Trucking, Inc.*, 290 NLRB 41 (1988). In *Bowie Hall*, the Board found the employer failed to rebut the single-facility presumption when there was no bargaining history and the terminal managers made the routine day-to-day decisions. Despite central management’s final authority with regard to hiring and major disciplinary

decisions, the terminal manager conducted the initial job interview and was consulted with respect to major disciplinary decisions. The record further demonstrated no interchange of work and only two transfers. *Id.* at 43. The Board specifically found that the geographic separation became significant in light of the lack of interchange. *Id.* Due to these factors, the Board found that the single-facility presumption was not rebutted.

Finally, regarding the Employer's contention as to the relevance of speculation that the Killeen facility may at some point move its operations to the Temple facility, I give this no weight. The Board has consistently held that the "mere speculation as to the uncertainty of operations" is not sufficient to affect the representation process. *Hazard Express, Inc.*, 324 NLRB 989, 990 (1997) (citing *Canterbury of Puerto Rico, Inc.*, 225 NLRB 309 (1976) and *Gibson Electric*, 226 NLRB 1063 (1997)). The witness's testimony was "mere speculation" and does not affect these processes.

Because the record fails to establish significant temporary interchange, permanent interchange, and contact between employees at the various facilities, and because the record reflects significant geographic distance between the facilities, limited functional integration, and daily contact with local supervisors, I find that the petitioned-for unit is appropriate and I shall direct an election in that unit. Although the lack of a site supervisor at the Fort Hood facility makes its exclusion a closer issue, ultimately the Employer did not provide enough evidence regarding the Fort Hood facility to carry the heavy burden of rebutting the single location presumption. Therefore, employees who may be assigned to Killeen, but actually work in Fort Hood, Temple, or San Angelo, are excluded from the unit.

*B. Employees Who Do Not Regularly Work in Killeen Are Excluded Because They Do Not Share a Community of Interest*

As noted above, the unit sought in the petition need not be the most appropriate unit, as long as it is an appropriate unit. *Dezcon, Inc.*, 295 NLRB 109, 111 (1989); see also *P.J. Dick Contracting Inc.*, 290 NLRB 150 (1988). Here, employees who regularly work on aircraft and parts at the Killeen facility constitute an appropriate unit, their interests diverge from those of employees assigned to Killeen but who do not work there regularly. The Employer argues that employees assigned to or based in Killeen, but who actually work in Temple, Fort Hood or on “road assignments” should be included in the unit. Because the employees who regularly work at Killeen have a different community of interest, those employees need not be included in the unit. In determining whether employees possess a separate community of interest, the Board examines such factors as: (1) functional integration; (2) frequency of contact with other employees; (3) interchange with other employees; (4) degree of skill and common functions; (5) commonality of wages, hours, and other working conditions; and (6) shared supervision. *Publix Super Markets*, 343 NLRB 1023, 1024 (2004).

Following *RB Associates*, 324 NLRB 874 (1997), I give little weight to the Employer’s classifications and look only to the evidence of where the employees work. In that case, the Board found that employees who worked regularly at one hotel were an appropriate unit, even though the employees were classified as “pool” employees. The employer in *RB Associates* could pull any of the employees from its “pool” and assign them to roving jobs. The record in *RB Associates* demonstrated that the employees in question had an expectation of working in one location. Likewise here, despite the Employer’s assertions that all assignments are “road missions” and that all employees may be transferred at any time, the record shows that certain

employees expect to work more permanently at one location and certain employees have an expectation of travel. Similarly, despite some employees being assigned to Killeen, the evidence shows that they do not regularly work there.

The record did not demonstrate functional integration, frequent contact or interchange between the regular Killeen employees and the road employees. Although the employees are generally engaged in similar work, the record did not show that road employees, even when stationed at Killeen, worked alongside or even communicated with the employees regularly there. Conversely, evidence was presented that the road employees, when stationed at Killeen, performed different work and did not communicate with the regular employees. Similarly, the record did not demonstrate that temporary or permanent transfers between the groups are common.

Additionally, the road employees differ in their wages and working conditions. While both groups perform similar work, and have the same basic pay and benefits, the road employees are paid for their expenses, including a per diem while on road missions. While the amount that expense payments total for road employees was not presented into evidence, the groups' pay differences tend to show that they have a divergent community of interest. *Sundor Brands Inc.*, 334 NLRB 755 (2001). The two groups also have differing working conditions in that the road employees spend time travelling and work in different locations than the regular employees and these factors weigh against a shared community of interest. See, e.g., *Bradley Steel, Inc.*, 342 NLRB 215 (2004) (different work location within same plant among factors weighing against unit inclusion).

Finally, the two groups have different daily supervision. Road employees report to a "team leader 1" who is on the road with them. This "team leader 1" reports to the "MWO

Coordinator” (a “team leader 2”) in Killeen, who in turn reports to the Killeen site supervisor. Therefore, employees working on the road have two layers of supervision before reaching a common supervisor with the Killeen employees. This separation in supervision weighs in favor of a finding of a separate community of interest. *Mirage Casino-Hotel* 338 NLRB 533 (2002) (unit appropriate where employees had separate crew leader).

In this context, the unit excluding the road employees is *an* appropriate unit. Similarly, the record does not demonstrate that the pool employees share a community of interest. I, therefore, exclude the road and pool employees from the bargaining unit. Accordingly, I will direct an election for a bargaining unit of approximately 100 employees at the Employer’s Killeen facility.

#### **IV. CONCLUSION**

Based on the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>4</sup>
3. The labor organization involved claims to represent certain employees of the Employer.

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<sup>4</sup> The Employer, C.S.C. Applied Technologies, LLC is a Delaware limited liability corporation headquartered in Fort Worth, Texas and with a place of business at 6500 West Freeway, Suite 600, Fort Worth, Texas, where it is engaged in providing aviation maintenance, facilities support services, and range engineering and support, and in multiple states, including Texas, pursuant to government contracts with various Federal Government Agencies, including the United States Air Force. During the past year, a representative period, the Employer, in the course and conduct of its business operations, purchased and received at its Fort Worth facility, goods, materials and supplies valued in excess of \$50,000 directly from entities located outside of the State of Texas. Based on its operations, the Employer has a substantial impact on commerce within the meaning of Sections 2(6) and (7) of the Act.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

**Included:** All full-time and regular part-time employees employed by the Employer at its Killeen, Texas location in the following job categories: technical inspectors, aircraft mechanics, sheet metal employees, electricians, general painters, supply technicians, warehouse employees, PC clerks, fire fighters, computer operators 2, tool and parts attendants, computer programmers 4, GSE mechanics, machinists/maintenance, tool and die makers, aerospace structural welders, wood workers, HAZMAT inspectors, technical writers, pilots, and system analyst 2s.

**Excluded:** All pool employees, road employees, office clerical employees, general clerks 3, professionals, managerial employees, guards, and supervisors as defined in the Act.

#### **V. DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the undersigned among the employees in the Unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the Unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military

services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by **the International Association of Machinists and Aerospace Workers, AFL-CIO.**

A. List of Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list for the unit, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in Region 16, 819 Taylor Street, Room 8A24, Fort Worth, Texas, on or before **May 12, 2010**. No extension of time to file this list will



be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (817) 978-2928. Since the list will be made available to all parties to the election, please furnish a total of **two** copies, unless the list is submitted by facsimile, in which case no copies need to be submitted. If you have any questions, please contact Region 16.

*B. Notice Posting Obligation*

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices of Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

*C. E-FILING*

The National Labor Relations Board has expanded the list of permissible documents that may be electronically filed with its offices. If a party wishes to file one of the documents, which may now be filed electronically, please refer to the Attachment supplied with the Regional Office's initial correspondence for guidance in doing so. Guidance for E-filing can also be found on the National Labor Relations Board website at [www.nlr.gov](http://www.nlr.gov). On the home page of the website, select the **E-Gov** tab and click on **E-Filing**. Then select the NLRB office for which you

wish to E-file your documents. Detailed E-filing instructions explaining how to file the documents electronically will be displayed.

*D. Right to Request Review*

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EDT on **May 19, 2010**. The request may **not** be filed by facsimile.

Dated at Fort Worth, Texas this 5<sup>th</sup> day of May, 2010.

/s/ Martha Kinard

Martha Kinard, Regional Director,  
National Labor Relations Board  
Region 16  
Federal Office Building  
819 Taylor Street, Room 8A24  
Fort Worth, Texas 76102-6178